REMARKS

Further examination and reconsideration is respectfully requested in view of the claims and the remarks and arguments set forth below. Claims 1 and 36-74 are pending in the instant patent application. Claims 1 and 36-74 are rejected. Claims 1, 54 and 61 are amended herein. No new matter has been added. Support for the amendments can be found in the instant specification at least at page 72, line 15, through page 77, line 14.

CLAIMS 61-74 – NO GROUND OF REJECTION GIVEN

"The examiner's action will be complete as to all matters, except that in appropriate circumstances, such as misjoinder of invention, fundamental defects in the application, and the like, the action of the examiner may be limited to such matters before further action is made" (emphasis added; 37 CFR §1.104(b)). "In rejecting claims for want of novelty or for obviousness, the examiner must cite the best references at his or her command" (37 CFR §1.104(c)(2)).

The Office Action Summary of the instant Office Action states that Claims 1 and 36-74 are pending and stand rejected. Furthermore, The first sentence of Section 2 of the instant Office Action states that Claims 1 and 36-74 are rejected under 35 U.S.C. §102(e). However, while Section 2 does not include any discussion of the rejection of Claims 61-74. Therefore, Applicants respectfully submit that the instant Office Action is not "complete as to all matters" as required under CFR 37 §1.104(b). Accordingly, Applicants respectfully submit that any

subsequent Office Action, if necessary, should be non-Final as the rejections of Claims 61-74 have not yet been addressed in an Office Action.

CLAIM REJECTIONS – 35 U.S.C. §102(e)

The instant Office Action states that Claims 1 and 36-74 are rejected under 35 U.S.C. §102(e) as being anticipated by U.S. Patent No. 6,529,950 by Lumelsky et al. (referred to hereinafter as "Lumelsky"). Applicants have reviewed Lumelsky and respectfully submit that the embodiments of the present invention as recited in Claims 1 and 36-74 are not anticipated by Lumelsky for at least the following rationale.

Applicants respectfully direct the Examiner to independent Claim 1 that recites that an embodiment of the present invention is directed to (emphasis added):

> A method for managing a streaming media service, said method comprising:
> receiving a request for a streaming media service from a client, said streaming media service comprising a media service component;
> selecting a service location manager to which to provide said request from a plurality of service location managers, said service location manager configured for selecting a service provider from a plurality of service providers;
> selecting said service provider to which to assign said media service component from a plurality of service providers of a network;
> informing said service provider of said assignment to perform said media service component, causing said service provider to prepare to perform said streaming media service on streaming media;
> using information at said service location manager to determine whether to initiate a handoff of said streaming media service from said service provider to another service provider without altering said streaming media service; and
> if it is determined to initiate said handoff, initiating said handoff to said another service provider such that said streaming media service to said client is not interrupted.

Independent Claims 54 and 61 recite similar embodiments. Furthermore, Claims 36-53 that depend from independent Claim 1, Claims 55-60 that depend from independent Claim 54, and Claims 62-74 that depend from independent Claim 61 also include these embodiments.

MPEP §2131 provides:

> "A claim is anticipated only if each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *Verdegaal Bros. v. Union Oil Co. of California*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987). … "The identical invention must be shown in as complete detail as is contained in the ... claim." *Richardson v. Lumelsky Motor Co.*, 868 F.2d 1226, 1236, 9 USPQ2d 1913, 1920 (Fed. Cir. 1989). The elements must be arranged as required by the claim.

Applicants respectfully submit that Lumelsky does not disclose each element of the claimed embodiments in the manner set forth in independent Claims 1, 54 and 61. Applicants respectfully submit that Lumelsky does not disclose "using information at said service location manager to determine whether to initiate a handoff of said streaming media service from said service provider to another service provider without altering said streaming media service; and if it is determined to initiate said handoff, initiating said handoff to said another service provider such that said streaming media service to said client is not interrupted" as recited in independent Claims 1, and similar recitations of independent Claims 54 and 61.

First, Applicants understand Lumelsky to disclose "[i]t should be noted that a media server 70 may be a single media server or it may be a controller for a media server cluster where management of the cluster may still be handled at the cluster level by the cluster controller. For example, the cluster as a whole may be treated by the RMF as a single server having the total

capacity of the cluster where the cluster controller will continue to manage load balancing and distribution for the individual servers in its cluster" (emphasis added; col. 7, line 62, through col. 8, line 3). Therefore, Applicants respectfully submit that Lumelsky does not disclose "using information at said service location manager to determine whether to initiate a handoff of said streaming media service from said service provider to another service provider" (emphasis added) as claimed.

Second, Applicants understand Lumelsky to disclose that an acceptance of a service by a user/application 11 "is then used by RMF to commit that service along with an appropriate level of service contract" (col. 8, lines 29-30). Moreover, Lumelsky recites that "[w]hen a service is active, any request(s) that alter the service session, such as a result of user interactivity, may be received and are validated against any service contract with the media session before being adjusted accordingly, if necessary" (emphasis added; col. 8, lines 34-38). Moreover, Lumelsky recites "[a] contract violation may require a service to be re-negotiated in the case where the service must be offered from a new location" (emphasis added; col. 8, lines 55-57). Therefore, Applicants respectfully submit that Lumelsky does not disclose "using information at said service location manager to determine whether to initiate a handoff of said streaming media service from said service provider to another service provider without altering said streaming media service" (emphasis added) as claimed. In contrast, Applicants understand Lumelsky to disclose the alteration of a service by, for example, changing the quality level in response to a user interaction (col. 8, lines 42-53).

Third, Applicants understand Lumelsky to disclose that "pausing a service may require the service booking with the media server to be amended, or user interaction may cause another service to be started or require QoS to be altered to update the quality as the level of detail for a given media is adjusted" (emphasis added; col. 8, lines 38-42). Therefore, Applicants respectfully submit that Lumelsky does not disclose "if it is determined to initiate said handoff, initiating said handoff to said another service provider such that said streaming media service to said client is not interrupted" (emphasis added) as claimed.

Accordingly, Applicants respectfully assert that Lumelsky does not anticipate the claimed embodiments of the present invention as recited in independent Claims 1, 54 and 61, that these claims overcome the rejection under 35 U.S.C. § 102(e), and that these claims are thus in a condition for allowance. Therefore, Applicants respectfully submit that Lumelsky also does not anticipate the additional claimed features of the present invention as recited in Claims 36-53 that depend from independent Claim 1, Claims 55-60 that depend from independent Claim 54, and Claims 62-74 that depend from independent Claim 61 also overcome the rejection under 35 U.S.C. § 102(e), and are in a condition for allowance as being dependent on an allowable base claim

CONCLUSION

It is respectfully submitted that the above claims, arguments, and remarks overcome all rejections. For at least the above-presented reasons, it is respectfully submitted that all remaining claims (Claims 1 and 36-74) are in condition for allowance.

The Examiner is invited to contact Applicants' undersigned representative if the Examiner believes such action would expedite resolution of the present Application.

Respectfully submitted,

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